

FILED IN THE
U.S. DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

Jun 03, 2020

SEAN F. McAVOY, CLERK

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

CROSSFIT, INC., a Delaware
corporation,

Plaintiff,

v.

CASSANDRA DOUGLAS, an
individual, PAUL DOUGLAS, an
individual, and DOES 1-10,

Defendants.

No. 2:19-cv-00315-SMJ

**ORDER GRANTING
STIPULATION FOR FINAL
JUDGMENT AND PERMANENT
INJUNCTION; PERMANENT
INJUNCTION; AND JUDGMENT**

Before the Court, without oral argument, is Plaintiff CrossFit, Inc. and Defendant Cassandra Douglas’s “Stipulation and [Proposed] Final Judgment and Permanent Injunction,” ECF No. 23. Pursuant to the stipulation of Plaintiff CrossFit, Inc. and Defendant Cassandra Douglas, the Court grants the requested permanent injunction and enters final judgment.

Accordingly, **IT IS HEREBY ORDERED:**

1. Plaintiff CrossFit, Inc. and Defendant Cassandra Douglas’s Stipulation for Final Judgment and Permanent Injunction, **ECF No. 23**, is **GRANTED**.

2. For purposes of binding preclusive effect on Defendant Cassandra Douglas as to future disputes between Defendant Cassandra Douglas on the one hand and Plaintiff CrossFit, Inc. on the other hand, Defendant Cassandra Douglas admits the following:

A. Plaintiff CrossFit, Inc. is now, and has been at all times since the dates of issuance, the owner of United States Trademark Registration No. 3,007,458; (the “Registration”) and of all rights thereto and thereunder.

B. Defendant Cassandra Douglas admits to the validity of the Registration.

3. Defendant Cassandra Douglas, and those acting on her behalf, including her agents, servants, employees, independent contractors, companies, and partners, are hereby **PERMANENTLY ENJOINED** from using the term “CrossFit” and confusingly similar terms to sell, offer to sell, or otherwise (directly or indirectly) advertise her products and/or services (all restrictions, collectively, the “Injunction”).
Defendant Cassandra Douglas shall not use the term “CrossFit” in offering fitness training services and/or at her gym(s). For example, and not by way of limitation, Defendant Cassandra Douglas shall not:

A. Refer to her gyms as either “Back Roads CrossFit,” “Back

1 Roads CrossFit II,” “Backroads CrossFit,” “Backroads
2 CrossFit II,” or any variations thereof that contain the term
3 “CrossFit” or any confusingly similar terms; and

4 **B.** Refer to offering or list anywhere (including but not limited to
5 social media and mobile applications) any classes that purport
6 to be “CrossFit” classes.

7 4. The domain name www.backroadscrossfit.com shall be transferred to
8 CrossFit, Inc.

9 5. Defendant Cassandra Douglas is bound by the Injunction regardless of
10 whether Plaintiff CrossFit, Inc. assigns or licenses its intellectual
11 property rights to another for so long as such trademark rights are
12 subsisting, valid, and enforceable. The Injunction inures to the benefit
13 of CrossFit, Inc.’s successors, assignees, and licensees.

14 6. Plaintiff CrossFit, Inc. and Defendant Cassandra Douglas waive any
15 rights to appeal this stipulated judgment, including the Injunction.

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7. Judgment is hereby entered in accordance with this order and pursuant to the stipulation of the parties.

IT IS SO ORDERED. The Clerk's Office is directed to enter this Order and provide copies to all counsel.

DATED this 3rd day of June 2020.

Salvador Mendoza Jr.
SALVADOR MENDOZA, JR.
United States District Judge